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*Attorneys for Defendants Prayosha
Restaurant Group, LLC (Delaware) and
Suresh N. Patel*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SANKALP RECREATION PVT. LTD. and
NEETU KAILASH GOENKA,

Plaintiffs,

v.

PRAYOSHA RESTAURANT GROUP, LLC
(Delaware), PRAYOSHA RESTAURANT
GROUP, LLC (New Jersey), and SURESH N.
PATEL,

Defendants.

Civ. Action. No.: 2:13-cv-5529(JLL)(JAD)

DECLARATION OF JAY R. McDANIEL, ESQ.

I, **JAY R. McDANIEL**, of due age, declare under penalty of perjury the following:

1. I am admitted to practice this Court and counsel to the Defendants in the above-captioned matter – **PRAYOSHA RESTAURANT GROUP, LLC (Delaware)**¹ (“Prayosha DE”) and **SURESH N. PATEL** (“Patel”). I make this declaration in support of the within motion to stay the action pending arbitration.

2. The Master License Agreement, which forms the basis of this matter, is appended to Plaintiffs’ Complaint, but the arbitration provision in Paragraph 26 is inexplicably cut off from the document. That section requires this Court to grant Defendants’ motion

¹ Plaintiffs’ naming of Prayosha Restaurant Group, LLC (New Jersey) is in error, as no separate New Jersey LLC exists. Prayosha Restaurant Group, LLC (Delaware) merely registered as a foreign corporation with the state.

3. Plaintiffs **SANKALP RECREATION PVT. LTD.** (“Sankalp”) and **NEETU KAILASH GOENKA** (“Goenka”) filed the within action against the Defendants asserting claims for trademark infringement and unfair competition under the Lanham Act. A true and accurate copy of the Complaint is attached hereto as **Exhibit A**.

4. A true and accurate copy of the incomplete Master License Agreement as it appears in the Complaint is attached hereto as **Exhibit B**.

5. A true and accurate copy of the full Master License Agreement is attached hereto as **Exhibit C**.

6. Plaintiffs admit in the Complaint that Sankalp has brought arbitration against Patel and Non-Party Hiral Food Inc. in the Supreme Court of India. Just yesterday, our office received notice that and that this arbitration is proceeding has been referred to an arbitrator. A true and accurate copy of this arbitration notice is attached hereto as **Exhibit D**.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: October 24, 2013

THE MCDANIEL LAW FIRM, P.C.



By: _____

Jay R. McDaniel, Esq.
*Attorneys for Defendants Prayosha
Restaurant Group, LLC (Delaware) and
Suresh N. Patel*

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SANKALP RECREATION PVT. LTD., and
NEETU KAILASH GOENKA

Plaintiffs,

V.

PRAYOSHA RESTAURANT GROUP, LLC
(Delaware), PRAYOSHA RESTAURANT GROUP
LLC (New Jersey), and SURESH N. PATEL

Defendants.

C.A. No. _____

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Sankalp Recreation Pvt. Ltd. (“Sankalp”) and Neetu Kailash Goenka (“Mrs. Goenka”) (collectively, “Plaintiffs”), for their Complaint against Defendants Prayosha Restaurant Group, LLC (Delaware) (“Prayosha Delaware”), Prayosha Restaurant Group LLC (New Jersey) (“Prayosha New Jersey”), and Suresh N. Patel (“Patel”) (collectively, “Defendants”) allege as follows:

NATURE OF THE ACTION

1. This is an action for trademark infringement and unfair competition. Sankalp is the exclusive franchisor of Sankalp branded restaurants and the exclusive licensor of a federally-registered mark (“the Sankalp Mark”), owned by Mrs. Goenka. In addition to being registered in the United States, the Sankalp Mark is registered in India, where the Sankalp restaurants originated. The Sankalp Group is a chain of over 100 specialty restaurants around the world.

2. Sankalp and Prayosha Delaware entered into a written license agreement whereby Prayosha Delaware operated a Sankalp branded restaurant. However, after Sankalp terminated the license agreement due to a serious breach by Defendants, Defendants continued, and still

continue, to operate a Sankalp branded restaurant at the same location, under the same name, and using Sankalp's Mark, menus, and promotional materials without authorization. Defendants even continue to offer purported sublicenses to the Sankalp Mark. Defendants' willful and knowing misconduct has led and continues to lead patrons to believe that its restaurant is affiliated with or authorized by Sankalp and constitutes multiple violations of the Lanham Act. Sankalp, therefore, by its Complaint, seeks preliminary and permanent injunctive relief, treble damages, and its attorneys' fees and costs.

THE PARTIES

3. Plaintiff Sankalp Recreation Pvt. Ltd. is a corporation formed under the laws of India with its principal place of business at Sankalp Square, Drive in Road, Ahmedabad, India.

4. Plaintiff Neetu Kailash Goenka is a citizen of India and is director of Sankalp Recreation Pvt. Ltd. India.

5. Upon information and belief, Defendant Prayosha Restaurant Group, LLC (Delaware) is a Delaware limited liability company with its principal place of business at 22 Meridian Road, Suite 12-2, Edison, New Jersey, and together with Defendant Prayosha New Jersey, is operating the restaurant at issue at 1734 Oak Tree Road, Edison, New Jersey, 08820.

6. Upon information and belief, Defendant Prayosha Restaurant Group LLC (New Jersey) is a New Jersey foreign limited liability company with its principal place of business at 22 Meridian Road, Suite 12-2, Edison, New Jersey, and together with Defendant Prayosha Delaware, is operating the restaurant at issue at 1734 Oak Tree Road, Edison, New Jersey, 08820.

7. Upon information and belief, Defendant Suresh N. Patel, an individual, serves as President of Prayosha Delaware and Prayosha New Jersey and resides at 419 Acorn Drive,

Paramus, New Jersey, 07652 and has an office at 22 Meridian Road, Suite 12-2, Edison, New Jersey.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338 because certain of the claims arise out of the Lanham Act (15 U.S.C. §§ 1114 & 1125(a)).

9. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) because the acts of Defendants which form the basis of Sankalp's claims were/are performed in New Jersey. In addition, Patel is a resident of New Jersey and both Prayosha entities have their principal place of business in New Jersey.

BACKGROUND

The Sankalp Mark

10. The Sankalp Group was founded in 1981 by Mrs. Goenka's family and the first Sankalp restaurant was opened in Ahmedabad, India.

11. The first restaurant was a success and Sankalp continued to open additional restaurants in India. The Sankalp restaurants serve South Indian style cuisine and are recognized by their authentic culinary preparations, ethnic table layout and excellent service. In 2010, after achieving growth and customer recognition in India, Sankalp opened its first restaurants outside India in the United States and Canada. Sankalp also has restaurants in Australia, Dubai, and London. All of Sankalp's restaurants replicate the taste, quality and ambiance that have earned Sankalp its world renowned reputation.

12. Sankalp offers and sells franchises, providing the right to operate Sankalp branded restaurants under a prescribed system that includes a distinctive layout and design, signage,

specifications, and appearance; specific and uniform operating procedures, menus, recipes, and formulas; and proprietary methods and techniques for inventory and cost controls, recordkeeping and reporting, personnel management and training, purchasing, marketing, sales promotions, and advertising, all as set out in a confidential and proprietary manual (the “Sankalp System”). At the present time, there are 100 franchised Sankalp branded restaurants around the world, of which three are in the United States. Sankalp operates seven Sankalp branded restaurants directly.

13. In the United States, Mrs. Goenka is the owner of U.S. Trademark Registration Number 3,864,858, for the Sankalp Mark shown below:



Sankalp is the exclusive licensor in the United States for the Sankalp Mark. A true copy of the Certificate of Registration for the Sankalp Mark is attached hereto as Exhibit A.

14. Sankalp’s proprietary name, logos, and the Sankalp Mark remain in full force and effect and Sankalp has given public notice of the registration of the foregoing Sankalp Mark as provided in 15 U.S.C. § 1111. In addition, Sankalp and its affiliates have invested substantial sums in advertising and in promoting the name, logo, and Sankalp Mark. Finally, variations on the U.S. Registered Service Mark are used by Sankalp around the world and Sankalp holds an Indian trademark for the word “Sankalp.”

15. As a result, the Sankalp name, logo, and Mark are strongly associated in the minds of the consuming public with the products and services offered by Sankalp and its wholly

owned and franchised system of Sankalp branded restaurants. The Sankalp name and logo, and the Sankalp Mark have also acquired secondary meaning and enjoy an excellent reputation among the consuming public, having won numerous awards, and constitute property of the greatest value to Sankalp.

16. Furthermore, Patel acknowledged in a letter to Mrs. Goenka, dated April 3, 2008, that she had been using the Sankalp trademark in connection with restaurants for “a very long time.” Patel further acknowledged that Mrs. Goenka intended to file a trademark application in the United States Patent and Trademark Office and that he would, therefore, withdraw applications for registration of the trademark SANKALP.

The Parties’ Franchise And License Agreements

17. On April 12, 2008, Sankalp and Patel executed a Master Franchise Agreement (the “Franchise Agreement”) pursuant to which Patel was licensed to use the Sankalp Mark and Sankalp’s other intellectual property in connection with the operation of a Sankalp branded restaurant in Edison, New Jersey (the “Restaurant”).

18. On April 23, 2010, Patel and Sankalp, by mutual consent, terminated the Franchise Agreement by means of a written and executed Cancellation of Agreement.

19. The next day, on April 24, 2010, Sankalp and Prayosha Delaware, through Patel as its President, executed a Master License Agreement (“License Agreement”). A true copy of the License Agreement is attached hereto as Exhibit B. The License Agreement, which stated that it was effective on April 3, 2008, licensed the use of the Sankalp Mark and Sankalp’s other intellectual property to Prayosha Delaware for use in restaurants in the Northeastern United States. In addition, Prayosha Delaware was to set up at least five licensed restaurants in the Northeastern United States within one year of the License Agreement.

20. Pursuant to paragraph 10 of the License Agreement, Prayosha Delaware was to enter into individual licensee agreements with Sankalp prior to the opening of each new licensed restaurant. The License Agreement did not permit or authorize Prayosha Delaware to enter into sublicenses or open Sankalp branded restaurants outside of the Northeastern United States.

21. Paragraph 24 of the License Agreement provided that Sankalp could terminate the License Agreement based on a breach by Prayosha Delaware and subsequent failure to cure.

22. By at least 2010, Sankalp learned that Defendants were attempting to sublicense the Sankalp Mark and the right to open a Sankalp branded restaurant to Hiral Food Inc. (“Hiral”), located in Cincinnati, Ohio. Representatives from Sankalp visited Hiral and found that Hiral was not ready to perform to Sankalp’s standards.

23. On or about November 22, 2010, Sankalp sent a notice to Defendants stating that Hiral’s failure to satisfy Sankalp’s standards was a breach of the sublicense agreement and that they must terminate the sublicense immediately and provide proof of such cancellation.

24. On May 17, 2011, having received no response from Defendants, Sankalp sent another letter notifying Defendants that they were in breach of the License Agreement due to their ongoing effort to provide a sublicense to Hiral.

25. On July 12, 2012, Defendants finally responded to Sankalp’s prior correspondence. In their letter, Defendants failed to address their breach of the License Agreement.

26. Sankalp sent additional letters to Defendants in August and November 2012, demanding they stop their unauthorized use of the Sankalp Mark and Sankalp’s intellectual property, but Defendants failed to respond, let alone comply with Sankalp’s demand.

27. On July 3, 2013, Sankalp sent another cease and desist letter to Defendants. Even though the letter was sent to the business address listed on the Restaurant's website, delivery was refused and the letter was returned to Sankalp's counsel.

28. By operation of the License Agreement, Defendants' failure to cure their breach resulted in the termination of the License Agreement.

**Defendants' Continuing Operation Of The Restaurant
In Violation Of Sankalp's Trademark Rights**

29. In the May 17, 2011 notice of termination, Sankalp requested that Defendants return to Sankalp all stationery material, Boards, Crockery and other material bearing the mark Sankalp. However, Defendants failed and refused to return these materials. Rather, on information and belief, the materials bearing the Sankalp Mark are still in use at the Restaurant.

30. Despite no longer being licensed and authorized to use the Sankalp Mark and its intellectual property, Defendants continue to operate the Restaurant using the proprietary Sankalp Mark and Sankalp System and to hold the Restaurant out to the consuming public as a Sankalp franchise, in violation of Plaintiffs' rights. A true copy of pages from the Restaurant's website, including the Restaurant's menu, last accessed on August 27, 2013 are attached hereto as Exhibit C.

31. For example, Defendants continue to call the Restaurant "Sankalp, The Taste of India." On its website, Defendants claim it is "[a]n extension of one of India's most famous restaurant chain, Sankalp is an award-winning Indian café that offers pure vegetarian South Indian cuisine." Under the "Press & Awards" tab on its website, Defendants list reviews and press releases related to Sankalp.

32. In its most brazen attempt to improperly profit off of Sankalp's intellectual property, Defendants continue to offer purported sublicenses to the Sankalp Mark and Sankalp's intellectual property throughout the United States. A page on the Restaurant's website states:

Sankalp is one of the largest and fastest growing restaurant chains in all of India. Now, Prayosha Restaurant Group LLC is offering sub-franchise opportunities for Sankalp Restaurants in the US.

The Sankalp brand is known for its innovative cuisine coupled with fresh local ingredients. A Sankalp [sic] franchise brings its signature recipes along with easy-to-follow brand guidelines for interior and exterior build-out and design, menus and merchandising. Sub-licensees will also benefit from centralized equipment sourcing, supplies of essentials, inventory and auditing systems and operations manuals and training. Furthermore, national marketing support, advertising packages, national promotional schemes and regular sales and management support make operating a Sankalp franchise a lucrative and enterprising venture.

Currently Prayosha Restaurant Group is accepting Sankalp franchise offers in major urban cities from the Midwest, South and Eastern states of the US.

See Exhibit C at C-3 (emphasis added).

33. Further, because Sankalp is no longer supplying materials to Defendants for use in the Restaurant, upon information and belief, the quality of food and service at the Restaurant is inferior to that provided by Sankalp and, accordingly, is damaging Sankalp's reputation.

34. Defendants have knowingly and willfully continued to use the Sankalp Mark, the Sankalp System and Sankalp's intellectual property in violation of United States law.

COUNT I

(Federal Service Mark Infringement)

35. Sankalp incorporates the allegations contained in Paragraphs 1 through 34 above.

36. Defendants' continued use of the Sankalp Mark in connection with the operation of the Restaurant, after termination of the License Agreement, is without right, license, or authorization. Defendants have been put on notice of their obligation to immediately cease their

unauthorized use of the Sankalp Mark, but nonetheless have continued to use the Sankalp Mark and to hold the Restaurant out to the consuming public as a Sankalp-branded restaurant.

37. Defendants' use of the Sankalp Mark constitutes infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

38. Defendants knowingly and willfully directed or participated in the acts of infringement.

39. The public is likely to be confused, deceived, or otherwise misled by Defendants' infringement of the Sankalp Mark.

40. Sankalp has been substantially and irreparably injured by Defendants' infringement, and will continue to be substantially and irreparably injured unless and until Defendants are preliminarily and permanently enjoined from infringing the Sankalp Mark.

41. In addition, Sankalp has sustained actual damages as a direct and proximate result of Defendants' willful and knowing infringement of the Sankalp Mark in an amount to be determined at trial.

42. Because Defendants' infringement is knowing and willful, this is an exceptional case and Sankalp is entitled to attorneys' fees and treble damages pursuant to 15 U.S.C. § 1117.

COUNT II

(Federal Unfair Competition)

43. Sankalp incorporates the allegations contained in Paragraphs 1 through 42 above.

44. Defendants' unauthorized use of the Sankalp Mark in connection with the operation of the Restaurant, after the termination of the License Agreement, constitutes a false designation of origin and a false representation that the Restaurant is still sponsored by, approved by, or otherwise affiliated with Sankalp. Sankalp has given Defendants notice of their obligation

to cease the unauthorized use of the Sankalp Mark, but Defendants have nonetheless continued to use it.

45. Defendants' conduct constitutes unfair competition under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

46. Defendants knowingly and willfully directed or participated in the foregoing acts of unfair competition.

47. Defendants' unauthorized use of the Sankalp Mark is likely to confuse, deceive, or otherwise mislead the public.

48. Sankalp has been substantially and irreparably injured by Defendants' acts of unfair competition, and will continue to be substantially and irreparably injured unless and until Defendants are preliminarily and permanently enjoined from engaging in these acts.

49. In addition, Sankalp has sustained actual damages as a direct and proximate result of Defendants' willful and knowing unfair competition in an amount to be determined at trial.

50. Because Defendants' acts of unfair competition are knowing and willful, this is an exceptional case and Sankalp is entitled to attorneys' fees and treble damages pursuant to 15 U.S.C. § 1117.

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury on all issues triable as such.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants, as follows:

1. Ordering Defendants to immediately cease their infringing use of the Sankalp Mark;

2. Ordering Defendants to de-identify the Restaurant and preliminarily and permanently enjoining Defendants from:
 - a. Operating the Restaurant as a Sankalp branded restaurant, using the Sankalp Mark, and offering purported sublicenses related to the Sankalp Mark;
 - b. Making any representation or statement that Defendants or the Restaurant are in any way approved, endorsed, or licensed by Sankalp, or are affiliated with Sankalp in any way;
 - c. Using and refusing to return to Sankalp all originals and copies of Sankalp's confidential materials that have been provided to Defendants by Sankalp; and
 - d. Using any Sankalp trade or service marks, including those marks displayed on such items as slogans, symbols, computer formats, signs, logos, advertising, stationery, and forms.
3. Ordering Defendants to file with the Court and serve on counsel for Sankalp, within three (3) days after entry of any final injunction issued herein, an affidavit setting forth in detail, under oath, the manner and form in which Defendants have complied with such injunction;
4. Awarding Plaintiffs their actual damages as a result of Defendants' service mark infringement and unfair and deceptive conduct and competition;
5. Awarding Plaintiffs treble damages as a result of Defendants' knowing and willful service mark infringement and unfair and deceptive conduct and competition;

6. Awarding Plaintiffs prejudgment and post-judgment interest and their costs, including, without limitation, their attorneys' fees, pursuant to the Lanham Act; and

7. Awarding Plaintiffs such other and further relief as the Court deems just and proper.

SATTERLEE STEPHENS BURKE &
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By: /s/ James I. Doty
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New York, NY 10169
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jdoty@ssbb.com

*Attorneys for Plaintiff Sankalp Recreation Pvt.
Ltd. India and Neetu Kailash Goenka*

Dated: September 17, 2013
1122127

Certification Pursuant to Local Rule 11.2

I, James I. Doty, counsel of record in the above case, certify under penalty of perjury that the matter in controversy in the above case is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding, except that the terminated License Agreement referenced herein is the subject of an arbitration by Sankalp Recreation Pvt. Ltd. against Mr. Suresh Patel and Hiral Food Inc. pending in the Supreme Court of India.

New York, New York
September 17, 2013

/s/ James I. Doty

Certification Pursuant to Local Rule 201

I, James I. Doty, counsel of record in the above case, certify under penalty of perjury pursuant to Local Civil Rule 201.1(d) that relief other than monetary damages is sought and that the damages sought are in excess of \$150,000.

New York, New York
September 17, 2013

/s/ James I. Doty

EXHIBIT A

United States of America

United States Patent and Trademark Office



Reg. No. 3,864,858

Registered Oct. 19, 2010

Int. Cl.: 43

SERVICE MARK

PRINCIPAL REGISTER

GOENKA, NEETU KAILASH (INDIA INDIVIDUAL)
EMBASSY MARKET, NEAR DINESH HALL
ASHRAM ROAD
AHMEDABAD-380, 009, INDIA

FOR: RESTAURANT AND CAFE SERVICES, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 2-5-2010; IN COMMERCE 2-5-2010.

THE MARK CONSISTS OF THE WORD "SANKALP" IN RED, A LIGHT YELLOW OBLONG ON WHICH APPEARS AN ORANGE OBLONG AND TWO BLACK ANGULAR SHAPES APPEARING AS STYLIZED BIRDS.

THE COLOR(S) RED, YELLOW, ORANGE AND BLACK IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE FOREIGN WORDING IN THE MARK TRANSLATES INTO ENGLISH AS RESOLUTION.

SN 77-377,624, FILED 1-22-2008.

SUSAN STIGLITZ, EXAMINING ATTORNEY

David J. Kappas

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

e

e

e.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

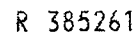
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EXHIBIT B



This Master License Agreement is entered into on this 24th day of April, 2010 between SANKALP RECREATION PVT. LTD. through its Director Shri KAILASH RAMAVATAR GOENKA having their Administrative Office at 4th Floor, State of Arts, Durgam Chaudhary Park, Bangalore-560078 and

2. SANKALP shall provide managerial and technical expertise in the management of Restaurant business to be carried on, by the Licensee, at the Licensed Restaurants and

D. Providing advice of hygiene and cleanliness procedures for the kitchen and the Restaurant.

3. **SANKALP** shall where required depute personnel such as Directors, Employees, Auditors, Agents or other nominees to supervise, organize, arrange and assist in the management of the said Licensed Restaurants.

4. **SANKALP** shall be entitled and shall be reimbursed of all the expenses incurred by them for and on behalf of the Master Licensee for the above work and including accommodation, food and traveling expenses.

5. Master Licensee shall procure proprietary materials for the Restaurants from **SANKALP**.

6. Traveling should be borne by Master Licensee if any Employee is being appointed by **SANKALP**.

Master Licensee shall bear all the traveling, lodging, boarding and other subsistence expenses of persons deputed by **SANKALP** in terms of para 4 and 5 above. Commensurate with the status and responsibilities of deputationists while engaged in the performance of services stipulated in terms of this Agreement.

7. The Master Licensee shall interact with the Licensor on matters of renovation, setup, startup and coordinate the same with the Licensor.

8. The Master Licensee shall collect and collate all information about competitors and market conditions on a regular basis and keep informed about the same to the Licensor.

9. The Master Licensee shall open first Restaurant within 5 (five) months of this agreement and thereafter open at least 4 (four) restaurants within one year thereafter.

* Total 5% and Master licensor shall get 5% (3% & 2%)
of the net sales. *SP*

trademark / name of 'SANKALP', shall pay to the Licensor a running Royalty @
4% of the net sales (i.e. gross sales minus VAT) of the Party of the Second Part; In
such manner the Master Licensee shall pay total 8% of the net sales to the
Licensor. *For sub-licensing the agreement, the licensor shall get **

It is also agreed that the Party of the Second Part shall pay the above said
amount to the Party of the First Part on or before the 5th of every month for the
preceding month subject to corrections which may be enforced annually at the end of
the accounting year based on the audited accounts of the Licensed Restaurant of the
Licensee. The License Fee shall be reviewed for revision after five years. *SP*

12. The Master Licensee shall be liable to pay a Late Fee amount of 1% of outstanding amount per day in case of default of timely payment of License Fee as prescribed hereinabove in para: 11.
13. The Master Licensee shall also set aside an amount equivalent to 2% of total Sales amount towards common Publicity expenses to be undertaken by SANKALP. The said amount shall have to be deposited in separate account as decided by SANKALP, by 7th day of each month, regularly.
14. The Master Licensee shall also undertake publicity locally, at its own cost, in consultation with the Licensor, as and when required.
15. It is also agreed between the Parties that any Government Taxes such as VAT, Service Tax, etc or whatever new taxes may be levied by the Government from time to time, on the above said License fee shall be borne by the Master Licensee, whereas any Income Tax, on such fees levied in the United States of America shall be paid by the Licensor. *India SP*
16. The Master Licensee shall prior to opening of the Restaurant, deposit and maintain an interest-free deposit of US\$2500/- with SANKALP towards License Fees and supply of proprietary materials by SANKALP.
17. The Master Licensee shall provide a copy of the aforesaid accounts to SANKALP. *SP*

20. The Master Licensee shall have right to set up Licensed Restaurants as per this agreement in the scheduled area. Whenever the Licensor has proposals to set up Licensed Restaurants in other parts of the United States of America, other than the scheduled areas, the Master Licensee shall have the first right to refuse to open Licensed restaurants in such new areas.
21. The Master Licensee hereby confirms that any information, recipe, proprietary material, etc. received from the Licensor, is highly confidential, has been developed with a great deal of effort and expense of the Licensor and is being made available to the Master Licensee solely because of this License Agreement. The Master Licensee hereby confirms and assures the Licensor that he shall treat all 'confidential information' as confidential' and neither the Master Licensee nor his employee, agent or any person related to the Master Licensee shall disclose, publish, or divulge any 'confidential information' or any proprietary material to any person, directly or indirectly, without the express written consent of the Licensor.
22. It is expressly agreed that SANKALP shall not be liable or held responsible for any financial or other liabilities arising from or out of the running of the Licensed Restaurant referred to in this Agreement and the Master Licensee hereby agrees to indemnify and continue holding SANKALP fully indemnified against any liability of whatsoever nature arising from any proceeding in any forum tribunal or court of law or elsewhere in this respect.
23. Unless renewed, this Agreement shall automatically expire on date : 11.04.2018. *Geo* *SR*
24. SANKALP will be entitled to cancel this agreement on the ground of any breach of the condition of this agreement by giving ~~30~~ ⁴⁵ days notice. Prior to giving termination notice the Licensor shall give ~~30~~ days notice to the Master Licensee to cure such breach. Failure to cure such breach on part of the Master Licensee shall attract termination as stated above. *Geo* *SR*
25. The Master Licensee undertakes that during the pendency of this agreement and for five years after the termination of this agreement, the Master Licensee shall not, in the same premises or within India, or United States of America, or anywhere in the

27. This agreement is executed and signed at Ahmedabad and therefore the courts of Ahmedabad have jurisdiction.

28. This Agreement has been prepared and executed on two original stamp papers. Both the Parties shall keep an original agreement with them.

IN WITNESS WHEREOF the parties here to have hereunto set their respective hands the day, month and year first herein above written.

SIGNED ON BEHALF OF

SANKALP RECREATION PVT. LTD.

Through its Managing Director

NAME : KAILASH R. GOENKA

WITNESS NAME :

Signature :

SIGNED BY

Prayosha Restaurant Group, LLC ,

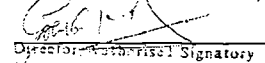
Through its President,

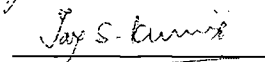
Mr. SURESH N. PATEL

WITNESS NAME :

Signature:

For Sankalp Recreation Pvt, Ltd,


Director/Authorized Signatory



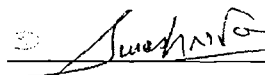




EXHIBIT C



ABOUT US

MENU

CATERING

SPECIAL EVENTS

RESERVATIONS

LOCATIONS

PROMOTIONS

PRESS & AWARDS

EMAIL SIGNUP



New Jersey

Sankalp

1734 Oak Tree Road
Edison, New Jersey 08820

732.452.1000

Hours of Operations:

- Mon to Thurs- 11:00am to 3:00pm & 5:00pm to 10:00pm
- Fri - 11:00am to 3:00pm & 5:00pm to 10:30pm
- Sat- 11:00am to 10:30pm
- Sun- 11:30am to 10:30pm



CONTACT US

FRANCHISE

SANKALP INDIA

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Sankalp
THE TASTE OF INDIA


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ABOUT SANKALP

An extension of one of India's most famous restaurant chain, Sankalp is an award-winning Indian café that offers pure vegetarian South Indian cuisine. Sankalp's inspired dishes with fresh ingredients and fragrant spices result in a modern approach to authentic South Indian cuisine and diners will find that its recipes replicate the same bold flavors found in Sankalp India. Our healthy dishes are made with pure canola oil, and we never use artificial colors or flavors. This perfect balance of flavor and presentation has made Sankalp one of India's most favorite group of restaurants for the past 30 years.

The Dining Experience

Now Sankalp brings its award-winning cuisine to the US offering authentic dishes in its signature innovative style. In the US, Sankalp Restaurants are divided into two distinct dining experiences.

SANKALP

- Pure Vegetarian South Indian Cuisine.

Guests of Sankalp can enjoy our daily

A la Carte menus as both dining in and takeout.

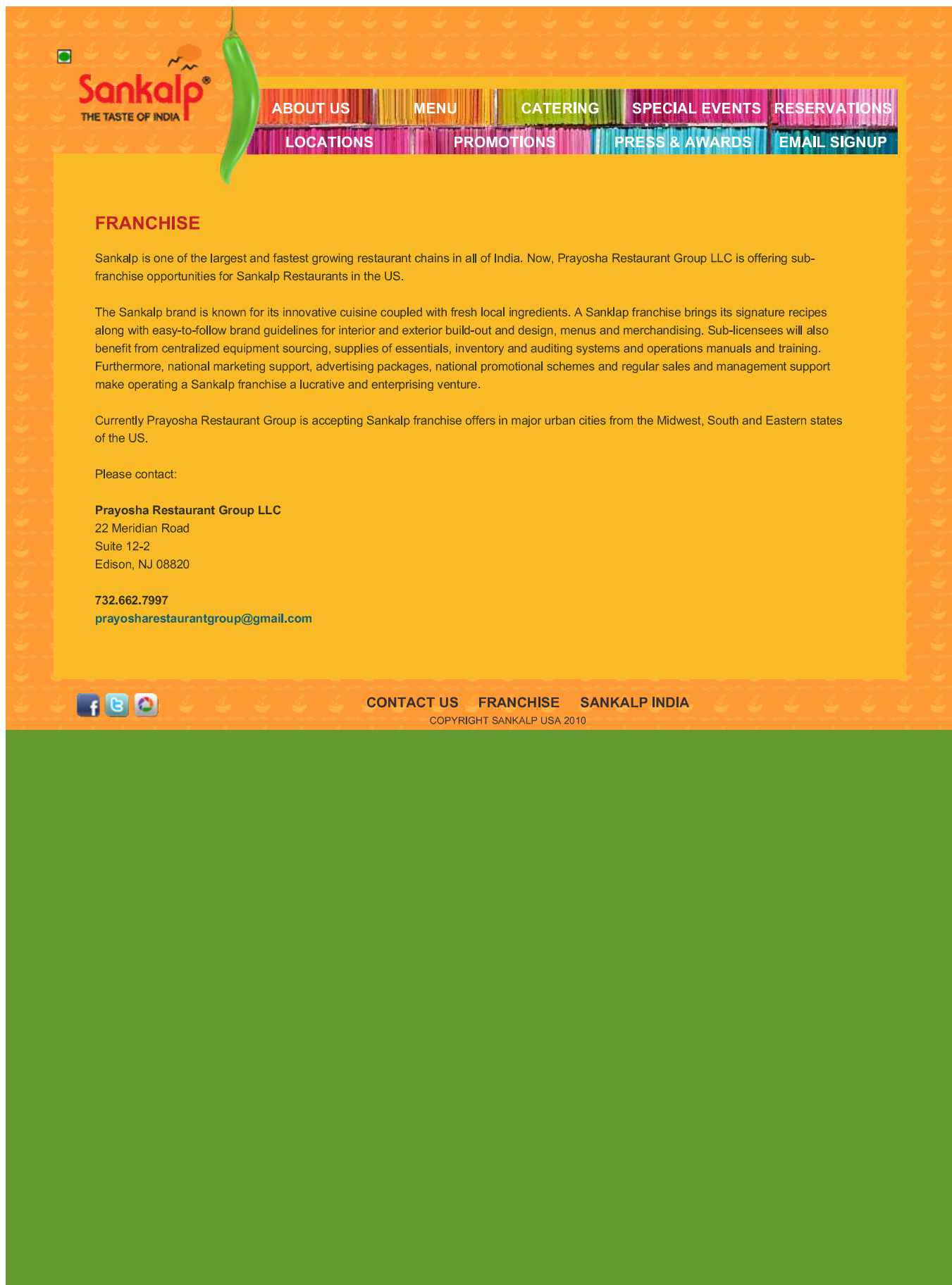
Reservations are recommended but not required.

Please check our [Special Events](#) section for upcoming Chef's Table Dinner dates.



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The image shows a screenshot of the Sankalp Restaurant Group LLC website. The header features the Sankalp logo with the tagline 'THE TASTE OF INDIA' and a green chili pepper graphic. A navigation menu includes links for ABOUT US, MENU, CATERING, SPECIAL EVENTS, RESERVATIONS, LOCATIONS, PROMOTIONS, PRESS & AWARDS, and EMAIL SIGNUP. The main content area is titled 'FRANCHISE' and describes the company's growth in India and its offer of sub-franchise opportunities in the US. It highlights the brand's innovative cuisine, fresh ingredients, and comprehensive support for franchisees. Contact information for Prayosha Restaurant Group LLC is provided, including their address in Edison, NJ, a phone number, and an email address. The footer contains social media icons for Facebook, Twitter, and Google+, along with the text 'CONTACT US FRANCHISE SANKALP INDIA' and 'COPYRIGHT SANKALP USA 2010'.

Sankalp
THE TASTE OF INDIA

ABOUT US MENU CATERING SPECIAL EVENTS RESERVATIONS
LOCATIONS PROMOTIONS PRESS & AWARDS EMAIL SIGNUP

FRANCHISE

Sankalp is one of the largest and fastest growing restaurant chains in all of India. Now, Prayosha Restaurant Group LLC is offering sub-franchise opportunities for Sankalp Restaurants in the US.

The Sankalp brand is known for its innovative cuisine coupled with fresh local ingredients. A Sankalp franchise brings its signature recipes along with easy-to-follow brand guidelines for interior and exterior build-out and design, menus and merchandising. Sub-licensees will also benefit from centralized equipment sourcing, supplies of essentials, inventory and auditing systems and operations manuals and training. Furthermore, national marketing support, advertising packages, national promotional schemes and regular sales and management support make operating a Sankalp franchise a lucrative and enterprising venture.

Currently Prayosha Restaurant Group is accepting Sankalp franchise offers in major urban cities from the Midwest, South and Eastern states of the US.

Please contact:

Prayosha Restaurant Group LLC
22 Meridian Road
Suite 12-2
Edison, NJ 08820

732.662.7997
prayosharestaurantgroup@gmail.com

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Sankalp
THE TASTE OF INDIA

ABOUT US

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PRESS & AWARDS

The Directors of Sankalp have maintained Sankalp's status as one of Indian's largest restaurant chain by simply offering fresh and flavorful food with impeccable service and fair prices.

With over 50 outlets found in the bustling cities of India, Sankalp has been awarded twice the Times Food Award for Best South Indian Restaurant by the **Times of India** (2008 and 2009), while Sankalp's innovative side has landed it in **The Guinness Book of World Records** for preparing the world's largest Dosa, not once, but three times; 25-feet in 1996, 30-feet in 2006 and a staggering 32-feet in 2009.

Sankalp can be found in Indian cities such as Mumbai, Delhi, Pune, Jaipur, Jodhpur, Udaipur, Mt. Abu, Nathdwara, Nagpur, Gandhinagar, Surat, Vadodara, Anand, Bharuch, Rajkot, Bhavnagar, Gandhidham, and Bhuj amongst others.

In the US, Sankalp currently operates in New Jersey and will soon open branches in Ohio and New York.

PRESS RELEASE June 25th

June 25, 2010, New Jersey: On any given night, there is a waiting line outside of the newly opened Sankalp in Edison, NJ, and the restaurant has barely been open one month. That's because Indian-Americans familiar with the 50+ franchise chain spread throughout Gujarat and South India are already part of the cult-like following of this vegetarian restaurant.



Ribbon Cutting Ceremony. (from Left to Right) Vishnu Patel, Suresh Patel, Pat Diegnan, Upendra Chivukula, Mayor Charles Butrico, Peter Barnes, Peter Kothari and Chander Sarvagya. "The dosas taste just like they do back in India. I'm from Udaipur and we used to eat at Sankalp all the time," says regular diner Sunita Basu. "Now when I feel homesick, I just come here."

But guests of Sankalp can expect more than just dosas and idlis at the popular chain. In the US, Sankalp is divided into two distinct dining experiences: Sankalp which is pure vegetarian South Indian cuisine and Sankalp Multi Cuisine which offers North Indian including Tandoori, South Indian and Pan-Asian dishes which are both vegetarian, non-vegetarian and Halal.

"We thought that customers here in America would want more variety in their dining experience," explains Suresh Patel, CEO of Prayosha Restaurant Group, Master Franchisee of Sankalp USA. "This way when we open another franchise, we can tailor the cuisine to fit the people of the surrounding areas."

Sankalp is a dedication to using only the freshest ingredients coupled with their fragrant homemade spices.



Receiving the Proclamation from Assemblyman Upendra Chivukula's Office. (from Left to Right) Vince George, Mayor Charles Butrico, Vishnu Patel, Chander Sarvagya, Suresh Patel, Peter Barnes, Pat Diegnan, Upendra Chivukula and Peter Kothari. Sankalp USA General Manager Vince George adds, "We are also committed to keeping our dishes healthy so we use only pure Canola oil and never any artificial colors." Sankalp, the first of which opened in South Plainfield, NJ was also the site of the franchise's Grand Opening celebration on Friday, June 25th. The kick off marked the official expansion of India's first chain restaurant in the US. The celebration consisted of a Ribbon Ceremony followed by a lavish gourmet dinner specially created for this occasion. The ribbon was cut by leading local dignitaries such as the Mayor of South Plainfield, Mr. Charles F. Butrico, Jr., Assemblyman District 18, Mr. Peter J. Barnes, III, Assemblyman District 18, Mr. Patrick J. Diegnan Jr., Assemblyman District 17, Mr. Upendra J. Chivukula, Community Leader Peter Kothari, Suresh Patel, President of Prayosha Restaurant Group, Vishnu Patel, and Vince George. Mr. Chivukula additionally presented Sankalp an official State Proclamation marking the Grand Opening Date as the official start of the franchise's US presence. In attendance were a number of local business leaders such as Prabhu Patel, Dilip Mehta, Raj Uppal, Anisa and Raj Balwani, George Cholenkeryil, Jaswant Mody, amongst others. The Proclamation. The Directors of Sankalp have maintained Sankalp's status as one of Indian's largest restaurant chains for the past 30 years by offering fresh and flavorful food with impeccable service and fair prices. Now, the renowned chain is preparing to penetrate the American food market both with the South Asian community and the mainstream by following the same equation. Sankalp is more than just a restaurant. It has been awarded twice the Times Food Award for Best South Indian Restaurant by the Times of India (2008 and 2009), while Sankalp's innovative side has landed it in The Guinness Book of World Records for preparing the world's largest dosa, not once, but three times; 25-feet in 1996, 30-feet in 2006 and a staggering 32-feet in 2009. In the US, Sankalp currently operates in New Jersey and will soon open branches in Ohio and New York. Photo Credit: Januarie Joubert

Guests at the Grand Opening



Guests at the Grand Opening

[Read About us in the Papers](#)

[Cine Views](#)



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MISSION STATEMENT

To ongoingly offer value addition in all spheres, thereby inducing repeat visits by patrons. To recapture, recreate and replicate the Sankalp's unmatched dining experience maintaining the highest standards of quality, hygiene, service and customer delight in as many places as possible.

CERTIFICATION

In March 1997, The Guinness Book of World Records awarded a "Certificate of Commemoration" to the restaurant chain for making a 25 Ft. long Dosa- the longest Dosa in the World. Prepared on a 27 Ft. long Hot Plate (Tawa), a specialty that is prepared by a team of 16, served by a crew of 10 and serves 25 people. Truly a record by any yardstick.

On February 12th 2006, Sankalp made 30 Ft. long Dosa and created a new record !





● IDLI STALL

IDLI IS A STEAMED RICE CAKE

STEAMED IDLI
(Rice cakes served steaming hot)

● IDLIUTITIES
(Mini rice cakes)

* NEI IDLI
(Idli tossed with pine green)

* BUTTER IDLI
(Rice cake topped with butter)

THAYIR IDLI
(Fried pieces of rice cake in sweet / spiced yogurt)

IDU VADA
(A combination of rice cake with fried lentil doughnuts)

* VAGHAR IDLI
(Idli with tossed in special masala)

RASAM IDLI
(Pieces of idli dipped in spicy rasam)

FRIED IDLI
(Crispy fried pieces of idli)

4.75

4.75

4.95

4.95

4.75

4.75

4.75

4.75

4.75

● SPECIALITY IDLI

* CRISPY CHEESE IDLI
(Fried mini rice cakes topped with cheese)

* MASALA VEGETABLE RICE CAKES
(Frogy mini rice cakes flavored with garden fresh tomato puree)

* COCKTAIL RICE CAKES
(Pieces of little idlis tossed in milagai pool)

* ACHARI RICE CAKES
(The perfect balance little idli)

* CHETTINAD RICE CAKES
(Spicy little idli tossed in Chettinad gravy)

* NILGIRI RICE CAKES
(More flavorful mini rice cakes)

5.45

4.95

4.95

4.95

4.95

4.95

VADA

MEDU VADA IS FRIED LENTIL DOUGHNUT

MEDU VADA
(Deep fried lentil doughnuts)

RASAM VADA
(Vada dipped in spicy rasam soup)

THAYIR VADA
(Vada in plain / sweet / spiced yogurt)

ONION VADA
(Vada made with chopped onions in the batter)

4.75

4.75

4.95

4.75

(* Special Item)
(● Kids Special)

http://www.sankalpusa.com/menu/index.html

C-9

8/12/2013



DASHING DOSAZ

SPECIALITY DOSAZ

DOSA IS CRISPY RICE AND LENTIL CREPE ROASTED ON A HOT PLATE

● **GOLDEN CRISP**
(Simple masala & tamarind chutney)

8.50

ONION DOSA
(Dosa with chopped onion & garlic chutney)

8.75

SUPER PAPER DOSA
(Thin crispy dosa)

8.75

MYSORE CHAI/PATA DOSA
(Savoury dosa with masala & garlic chutney)

8.75

NILGIRI SPECIAL DOSA
(Thin masala dosa)

8.75

NILGIRI ONION DOSA
(Thinly dosa with onion in the masala)

8.75

(All above Dosa's served plain or with masala as per order)

●● **CHEESE DOSA**
(Dosa with a generous helping of cheese)

8.75

● **CHEESEY SPRING DOSA**
(Seasonal spring dosa with cheese)

9.50

● **MILITARY GHEE ROAST DOSA**
(Crispy special masala filling dosa roasted in ghee ghee)

9.50

● **CHETTINAD SPICY DOSA**
(It's spicy dosa with a filling of fresh vegetable prepared in Chettinad style)

9.50

● **KEERAL CHEESE GARLIC DOSA**
(The spinach and cheese dosa with a touch of garlic)

9.50

● **CAPSICUM CHILTY GARLIC DOSA**
(It's spicy dosa with a filling of capsicum roasted in green gravy)

9.50

● **ACHARI ONION DOSA**
(The pickle flavoured onion dosa)

9.50

● **SPECIAL INDIAN BHAI DOSA**
(One's special)

9.50

● **KARA MURA DOSA**
(Butter paper dosa with mango pulp on the layer)

9.50

●● **PANEER DOSA**
(Dosa with a filling of spicy paneer)

9.50

● **CHEESE CORN DOSA**
(It's all time favourite)

9.50

● **THREE BARREL DOSA**
(Combination of three small dosas)

9.50

● **DOSA PLATTER**
(Platter containing miniature versions of dabbawala, onion and paneer dosa)
(* Special Item)
(● Kids Special)

10.99

C-10

<http://www.sankalpupa.com/menu/index.html>

8/12/2013



RAVASHING RAVA

AMAZING UTHAPPA

RAVA DOSA IS A TRADITIONAL SOUTH INDIAN DOSA MADE FROM CREAM OF WHEAT / SEMOLINA

CRISP N' CRUNCHY RAVA
(Dosa made from semolina flour)
8.50

ONION RAVA
(Rava dosa with sliced onions in the layer)
8.95

UDUPI RAVA
(Rava with grated carrot and beet in the layer)
8.95

COCONUT RAVA
(Rava dosa having grated fresh coconut in the layer)
8.95

***KANCHIPURAM ACHARI RAVA**
(Rava dosa - pickle flavored scored rava dosa)
9.50

UTHAPPA IS A OPEN FACE FERMENTED LENTIL PANCAKE

DOUBLE ROAST - PLAIN
8.00

DOUBLE ROAST - TOPPING
(Select from: onion / tomato / carrot / beet / raw vegetables)
8.25

***MADURAI SANDWICH UTHAPPA**
(Thin layered specially utthappa)
8.75

***CHEESE MADURAI SANDWICH UTHAPPA**
(Thin layered specially utthappa with cheese)
9.25

***SPECIAL TOMATO UTHAPPA**
(It's delicious prepared using the secretive method topped with tomatoes)
8.50

***SPECIAL TOMATO MASALA UTHAPPA**
(It's delicious - chef's secretive recipe)
8.75

***PANCHAVARNA UTHAPPA**
(Assortment of five different types of Indian proteins)
9.25

***PINEAPPLE UTHAPPA**
(Indian porridge with dropped pineapple)
8.50

***CHEESE CHILLI UTHAPPA**
(Porridge with lots and lots of cheese)
8.75

***CHENNAI PIZZA UTHAPPA**
(Crunchy utthappa that tastes like a pizza)
9.50

***TOMATO CORN UTHAPPA**
(It's just specially)
8.75

***KEERAL UTHAPPA**
(Fried french beans filled utthappa)
8.75

(* Special Item)
(* Kid's Special)



CURRIES

RICE

***MALABARI PANEER**
(Soft paneer cooked in Malabar gravy)
9.75

***NILGIRI KURMA**
(Spiced soaked raw vegetables)
9.50

***CHETTINAD KURMA**
(Slow braised spicy mixed vegetable)
9.50

***VEGETABLE KURMA**
(Creamy flavored raw vegetable)
9.25

ALOO MUTTER
(The potato and green peas cooked in Indian gravy)
8.50

JEERA ALOO
(Potatoes stir fried with turmeric seeds and lemon)
8.50

All the curries served with a side portion of Steamed Rice / Soft Dosa / Mashed Potato / Bhari / Hot Chutney

STEAMED RICE
(Plain rice with onion or tomato)
5.50

BAGALA BHATH
(The miracle curd rice)
5.50

BISI BELA HULI ANNA
(Colorful flavored rice and lentil preparation served with papadum)
5.50

***KAIKARI BIRYANI**
(Semi dry biryani served with potato)
7.00

VEGETABLE PULAO
(Curry spiced the rice with)
7.00

***CHEESE PULAO**
(Rice and vegetable topped with cheese)
7.50

(* Special Item)
(* Chef's Special)

AO 120 (Rev. 08/10)

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been
filed in the U.S. District Court _____ for the District of New Jersey _____ on the following

☒ Trademarks or ☐ Patents. (☐ the patent action involves 35 U.S.C. § 292.):

DOCKET NO.	DATE FILED 9/11/2013	U.S. DISTRICT COURT for the District of New Jersey
PLAINTIFF SANKALP RECREATION PVT. LTD., and NEETU KAILASH GOENKA		DEFENDANT PRAYOSHA RESTAURANT GROUP, LLC (Delaware), PRAYOSHA RESTAURANT GROUP LLC (New Jersey), and SURESH N. PATEL
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 Reg. No. 3,864,858	10/19/2010	Neetu Kailash Goenka
2		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK	(BY) DEPUTY CLERK	DATE
-------	-------------------	------

Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Sankalp Recreation Pvt. Ltd., and
Neetu Kailash Goenka

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

Prayosha Restaurant Group, LLC (Delaware), Prayosha Restaurant
Group LLC (New Jersey), and Suresh N. Patel

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1051 et seq.

Brief description of cause:
Suit for trademark infringement

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

09/11/2013

SIGNATURE OF ATTORNEY OF RECORD

/s/ James I. Doty

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

EXHIBIT B

And WHEREAS SANKALP RECREATION PVT. LTD. through its Director SHRI KAILASH RAMAVATAR GOENKA is the only person to give License now onwards in the world and in future. SANKALP now well equipped to provide technical, commercial and managerial know-how in the management of Restaurant to others by way of Franchising arrangements.

AND WHEREAS the Master Licensee who is desirous of operating the business of Restaurants by entering into a License Agreement, for valuable consideration, has approached Sankalp to help them in the setting up Licensed Restaurants in North Eastern States of the United States of America, [hereinafter referred to as 'scheduled area' for the sake of brevity].

WHEREAS MRS. NITU KAILASH GOENKA is the owner and rightful user of the Name, Style and abbreviation of the words "SANKALP", and its artwork, and its logo and its trademark;

AND WHEREAS MRS. NITU KAILASH GOENKA has authorized M/s. SANKALP RECREATION PVT. LTD. to use and to give license to use the name "SANKALP" now onwards and future in the world;

AND WHEREAS MRS. NITU KAILASH GOENKA has authorized M/s. SANKALP RECREATION PVT. LTD. to collect royalty on licensing the usage of name "SANKALP" and reimburse the Royalty collected thereby to Mrs. NITU KAILASH GOENKA;

AND WHEREAS the Master Licensee herein is interested to use the said trademark 'SANKALP' in respect of the said goods and the Master Licensee desires to start the business by entering into this agreement to use the said trade mark and trading style for valuable consideration and has approached the Licensor to grant user license for the premises located at North Eastern States of the United States of America, hereinafter, referred to as the user premises.

Now, This Agreement witnesseth and it is hereby agreed by and between SANKALP and the Master Licensee as follows:

1. This Agreement is effective from 3rd April, 2008.
2. SANKALP shall provide managerial and technical expertise in the management of Restaurant business to be carried on, by the Licensee, at the Licensed Restaurants and

D. Providing advice of hygiene and cleanliness procedures for the kitchen and the Restaurant.

3. **SANKALP** shall where required depute personnel such as Directors, Employees, Auditors, Agents or other nominees to supervise, organize, arrange and assist in the management of the said Licensed Restaurants.

4. **SANKALP** shall be entitled and shall be reimbursed of all the expenses incurred by them for and on behalf of the Master Licensee for the above work and including accommodation, food and traveling expenses.

5. Master Licensee shall procure proprietary materials for the Restaurants from **SANKALP**.

6. Traveling should be borne by Master Licensee if any Employee is being appointed by **SANKALP**.

Master Licensee shall bear all the traveling, lodging, boarding and other subsistence expenses of persons deputed by **SANKALP** in terms of para 4 and 5 above. Commensurate with the status and responsibilities of deputationists while engaged in the performance of services stipulated in terms of this Agreement.

7. The Master Licensee shall interact with the Licensor on matters of renovation, setup, startup and coordinate the same with the Licensor.

8. The Master Licensee shall collect and collate all information about competitors and market conditions on a regular basis and keep informed about the same to the Licensor.

9. The Master Licensee shall open first Restaurant within 5 (five) months of this agreement and thereafter open at least 4 (four) restaurants within one year thereafter.

* Total 5% and Master licensor shall get 5% (3% & 2%)
of the net sales. *SP*

trademark / name of 'SANKALP', shall pay to the Licensor a running Royalty @ 4% of the net sales (i.e. gross sales minus VAT) of the Party of the Second Part; In such manner the Master Licensee shall pay total 8% of the net sales to the Licensor. *For sub-licensing the agreement, the licensor shall get **

It is also agreed that the Party of the Second Part shall pay the above said amount to the Party of the First Part on or before the 5th of every month for the preceding month subject to corrections which may be enforced annually at the end of the accounting year based on the audited accounts of the Licensed Restaurant of the Licensee. The License Fee shall be reviewed for revision after five years. *SP*

12. The Master Licensee shall be liable to pay a Late Fee amount of 1% of outstanding amount per day in case of default of timely payment of License Fee as prescribed hereinabove in para: 11.
13. The Master Licensee shall also set aside an amount equivalent to 2% of total Sales amount towards common Publicity expenses to be undertaken by SANKALP. The said amount shall have to be deposited in separate account as decided by SANKALP, by 7th day of each month, regularly.
14. The Master Licensee shall also undertake publicity locally, at its own cost, in consultation with the Licensor, as and when required.
15. It is also agreed between the Parties that any Government Taxes such as VAT, Service Tax, etc or whatever new taxes may be levied by the Government from time to time, on the above said License fee shall be borne by the Master Licensee, whereas any Income Tax, on such fees levied in the United States of America shall be paid by the Licensor. *India SP*
16. The Master Licensee shall prior to opening of the Restaurant, deposit and maintain an interest-free deposit of US\$2500/- with SANKALP towards License Fees and supply of proprietary materials by SANKALP.
17. The Master Licensee shall provide a copy of the aforesaid accounts to SANKALP. *SP*

20. The Master Licensee shall have right to set up Licensed Restaurants as per this agreement in the scheduled area. Whenever the Licensor has proposals to set up Licensed Restaurants in other parts of the United States of America, other than the scheduled areas, the Master Licensee shall have the first right to refuse to open Licensed restaurants in such new areas.
21. The Master Licensee hereby confirms that any information, recipe, proprietary material, etc. received from the Licensor, is highly confidential, has been developed with a great deal of effort and expense of the Licensor and is being made available to the Master Licensee solely because of this License Agreement. The Master Licensee hereby confirms and assures the Licensor that he shall treat all 'confidential information' as confidential' and neither the Master Licensee nor his employee, agent or any person related to the Master Licensee shall disclose, publish, or divulge any 'confidential information' or any proprietary material to any person, directly or indirectly, without the express written consent of the Licensor.
22. It is expressly agreed that SANKALP shall not be liable or held responsible for any financial or other liabilities arising from or out of the running of the Licensed Restaurant referred to in this Agreement and the Master Licensee hereby agrees to indemnify and continue holding SANKALP fully indemnified against any liability of whatsoever nature arising from any proceeding in any forum tribunal or court of law or elsewhere in this respect.
23. Unless renewed, this Agreement shall automatically expire on date : 11.04.2018. *Geo* *SR*
24. SANKALP will be entitled to cancel this agreement on the ground of any breach of the condition of this agreement by giving ~~30~~ ⁴⁵ days notice. Prior to giving termination notice the Licensor shall give ~~30~~ days notice to the Master Licensee to cure such breach. Failure to cure such breach on part of the Master Licensee shall attract termination as stated above. *Geo* *SR*
25. The Master Licensee undertakes that during the pendency of this agreement and for five years after the termination of this agreement, the Master Licensee shall not, in the same premises or within India, or United States of America, or anywhere in the

27. This agreement is executed and signed at Ahmedabad and therefore the courts of Ahmedabad have jurisdiction.

28. This Agreement has been prepared and executed on two original stamp papers. Both the Parties shall keep an original agreement with them.

IN WITNESS WHEREOF the parties here to have hereunto set their respective hands the day, month and year first herein above written.

SIGNED ON BEHALF OF

SANKALP RECREATION PVT. LTD.

Through its Managing Director

NAME : KAILASH R. GOENKA

WITNESS NAME :

Signature :

SIGNED BY

Prayosha Restaurant Group, LLC ,

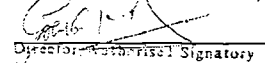
Through its President,

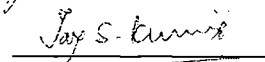
Mr. SURESH N. PATEL

WITNESS NAME :

Signature:

For Sankalp Recreation Pvt, Ltd,


Director/Authorized Signatory



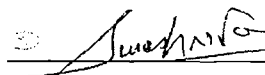
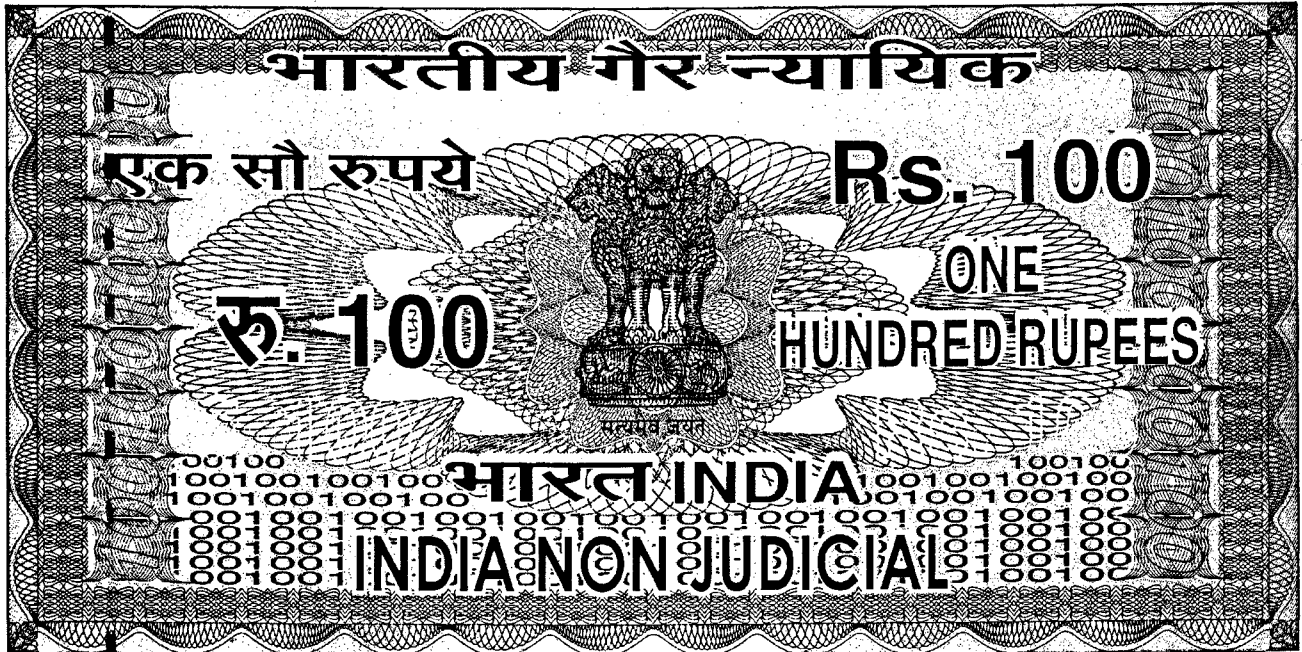




EXHIBIT C



गुजरात गुजरात GUJARAT

17 APR 2010

R 385265

नं०: १९९ डा. १००१-
 तारीख: १९ माह: ४ सन् २०१०
 नाम:
 ठेकाधुं:

सिराग अवंतिकाभार पटेल
 सा.नं.ओ.स.जी. २५३-२५३/१६६६
 सी/१५२, सी.पी.नगर विभाग-२,
 धारलोडीया, अमृतसर ना संचाली
 सडी X २१०६६५ १२५६११५१/१८ Himmat

MASTER LICENSE AGREEMENT

This Master License Agreement is entered into on this 24th day of April, 2010 between SANKALP RECREATION PVT. LTD. through its Director Shri KAILASH RAMAVATAR GOENKA having their Administrative Office at 4th Floor, Sankalp Square, Drive In Road, Ahmedabad, [hereinafter referred to be SANKALP for the sake of brevity which term means and includes its executors, administrators and assigns] and Prayosha Restaurant Group, LLC, through its President, Mr. SURESH N. PATEL with its principal place of business at 419 Acorn Drive, Paramus, New Jersey (USA) 07652, [hereinafter referred to as Master Licensee for the sake of brevity, which term means and includes its executors, administrators and assigns].

WHEREAS Sankalp has acquired over a period of more than a couple of decade vast knowledge, experience and skill in both technical and commercial aspects of management of Restaurant Businesses and Reputation of Excellence in Restaurant Management.

And WHEREAS SANKALP RECREATION PVT. LTD. through its Director SHRI KAILASH RAMAVATAR GOENKA is the only person to give License now onwards in the world and in future. SANKALP now well equipped to provide technical, commercial and managerial know-how in the management of Restaurant to others by way of Franchising arrangements.

AND WHEREAS the Master Licensee who is desirous of operating the business of Restaurants by entering into a License Agreement, for valuable consideration, has approached Sankalp to help them in the setting up Licensed Restaurants in ~~the~~ Eastern ~~States of the~~ United States of America, [hereinafter referred to as 'scheduled area' for the sake of brevity].

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sf.

WHEREAS MRS. NITU KAILASH GOENKA is the owner and rightful user of the Name, Style and abbreviation of the words 'SANKALP', and its artwork, and its logo and its trademark;

AND WHEREAS MRS. NITU KAILASH GOENKA has authorized M/s. SANKALP RECREATION PVT. LTD. to use and to give license to use the name "SANKALP" now onwards and future in the world;

AND WHEREAS MRS. NITU KAILASH GOENKA has authorized M/s. SANKALP RECREATION PVT. LTD. to collect royalty on licensing the usage of name "SANKALP" and reimburse the Royalty collected thereby to Mrs. NITU KAILASH GOENKA;

AND WHEREAS the Master Licensee herein is interested to use the said trademark 'SANKALP' in respect of the said goods and the Master Licensee desires to start the business by entering into this agreement to use the said trade mark and trading style for valuable consideration and has approached the Licensor to grant user license for the premises located at ~~the~~ Eastern States of the United States of America, hereinafter, referred to as the user premises. cost "

sp.

Now, This Agreement witnesseth and it is hereby agreed by and between SANKALP and the Master Licensee as follows:

1. This Agreement is effective from 3rd April, 2008.
2. SANKALP shall provide managerial and technical expertise in the management of Restaurant business to be carried on, by the Licensee, at the Licensed Restaurants and more particularly to give them the benefit of commercial knowledge and managerial skills that SANKALP possesses such as :
 - A. Selection, Appointment and training of staff both for the kitchens and Restaurants.
 - B. Providing of adequate experience for purchase of kitchen and other Restaurant equipment's, Furniture and fitting and other materials such as table, linen, crockery cutlery, utilities etc. or the operation of the Licensed Restaurants.
 - C. Planning Menus, Fixing prices, sourcing supplies of raw material and durable.



D. Providing advice of hygiene and cleanliness procedures for the kitchen and the Restaurant.

3. SANKALP shall where required depute personnel such as Directors, Employees, Auditors, Agents or other nominees to supervise, organize, arrange and assist in the management of the said Licensed Restaurants.

4. SANKALP shall be entitled and shall be reimbursed of all the expenses incurred by them for and on behalf of the Master Licensee for the above work and including accommodation, food and traveling expenses.

5. Master Licensee shall procure proprietary materials for the Restaurants from SANKALP.

6. Traveling should be borne by Master Licensee if any Employee is being appointed by SANKALP.

Master Licensee shall bear all the traveling, lodging, boarding and other subsistence expenses of persons deputed by SANKALP in terms of para 4 and 5 above. Commensurate with the status and responsibilities of deputationists while engaged in the performance of services stipulated in terms of this Agreement.

7. The Master Licensee shall interact with the Licensor on matters of renovation, setup, startup and coordinate the same with the Licensor.

8. The Master Licensee shall collect and collate all information about competitors and market conditions on a regular basis and keep informed about the same to the Licensor.

9. The Master Licensee shall open first Restaurant within 5 (five) months of this agreement and thereafter open at least 4 (four) restaurants within one year thereafter.

Sub-
10. The Master Licensee shall enter into individual Licensee Agreement for each Sub- Licensed Restaurant with the Licensor prior to opening of such Licensed restaurant.

11. In consideration of the services under this Agreement SANKALP shall be entitled and be paid a License Fee of US\$.20,000/- (Non-Refundable) (United States Dollars Twenty thousand only) by the Master Licensee per each Restaurant to be opened in scheduled area, and shall also be paid a running License Fee @ 4% of the net sales (i.e. gross sales minus VAT) of such Licensed Restaurant . The Master Licensee shall, also pay, in consideration of the license to use the registered

\$ 10,000-
(Ten thousand)



* Net 5% and Master Licensee shall get 5% (3% + 2%) of
Net sales.

Goen
SP

trademark / name of 'SANKALP', shall pay to the Licensor a running Royalty @ 4% of the net sales (i.e. gross sales minus VAT) of the Party of the Second Part; In such manner the Master Licensee shall pay total 8% of the net sales to the Licensor. For not leaving the agreement, the licensor shall get * Goen

It is also agreed that the Party of the Second Part shall pay the above said amount to the Party of the First Part on or before the 5th of every month for the preceding month subject to corrections which may be enforced annually at the end of the accounting year based on the audited accounts of the Licensed Restaurant of the Licensee. The License Fee shall be reviewed for revision after five years. SP

12. The Master Licensee shall be liable to pay a Late Fee amount of 1% of outstanding amount per day in case of default of timely payment of License Fee as prescribed hereinabove in para: 11.
13. The Master Licensee shall also set aside an amount equivalent to 2% of total Sales amount towards common Publicity expenses to be undertaken by SANKALP. The said amount shall have to be deposited in separate account as decided by SANKALP, by 7th day of each month, regularly.
14. The Master Licensee shall also undertake publicity locally, at its own cost, in consultation with the Licensor, as and when required.
15. It is also agreed between the Parties that any Government Taxes such as VAT, Service Tax, etc or whatever new taxes may be levied by the Government from time to time, on the above said License fee shall be borne by the Master Licensee, whereas any Income Tax on such fees levied in the ~~United States of America~~ shall be paid by the Licensor. India Goen
16. The Master Licensee shall prior to opening of the Restaurant, deposit and maintain an interest-free deposit of US\$2500/- with SANKALP towards License Fees and supply of proprietary materials by SANKALP.
17. The Master Licensee shall provide a copy of the aforesaid accounts to SANKALP.
18. LOCK-IN PERIOD : The Master Licensee herein shall not be entitled to withdraw out of this Agreement or terminate this Agreement for a period of 5 years from the date of this Agreement. In any case, if the Licensee opts to terminate or back-out of this License Agreement, the Master Licensee shall pay to the Licensor License fees for the balance period of five years, based on the average of last twelve months. Goen Five years (Ten years) SP
19. The term of this agreement shall be for a period of 11.04.2018, renewable from the date: 11.04.2018 and shall be renewed at the option of SANKALP. For renewal, the Master Licensee shall have to pay a renewal fee of US\$ 2500/- to SANKALP. SP

Goen (K)

- Sub-
20. The Master Licensee shall have right to set up Licensed Restaurants as per this agreement in the scheduled area. Whenever the Licensor has proposals to set up Licensed Restaurants in other parts of the United States of America, other than the scheduled areas, the Master Licensee shall have the first right to refuse to open Licensed restaurants in such new areas. Sub-
21. The Master Licensee hereby confirms that any information, recipe, proprietary material, etc. received from the Licensor, is highly confidential, has been developed with a great deal of effort and expense of the Licensor and is being made available to the Master Licensee solely because of this License Agreement. The Master Licensee hereby confirms and assures the Licensor that he shall treat all 'confidential information' as confidential' and neither the Master Licensee nor his employee, agent or any person related to the Master Licensee shall disclose, publish, or divulge any 'confidential information' or any proprietary material to any person, directly or indirectly, without the express written consent of the Licensor.
22. It is expressly agreed that SANKALP shall not be liable or held responsible for any financial or other liabilities arising from or out of the running of the Licensed Restaurant referred to in this Agreement and the Master Licensee hereby agrees to indemnify and continue holding SANKALP fully indemnified against any liability of whatsoever nature arising from any proceeding in any forum tribunal or court of law or elsewhere in this respect. 84
23. Unless renewed, this Agreement shall automatically expire on date : 11.04.2018. 80
24. SANKALP will be entitled to cancel this agreement on the ground of any breach of the condition of this agreement by giving 30 days notice. Prior to giving termination notice the Licensor shall give 45 days notice to the Master Licensee to cure such breach. Failure to cure such breach on part of the Master Licensee shall attract termination as stated above. 80
25. The Master Licensee undertakes that during the pendency of this agreement and for five years after the termination of this agreement, the Master Licensee shall not, in the same premises or within India, or United States of America, or anywhere in the World start, invest in, support technical or in any other way any similar business selling same line of product or service so as to be of competition to the Licensor. The Licensor shall ensure that its partners, sister concern, parent companies, associate companies and all other person, firm or companies connected to the Master Licensee comply with this non compete clause.
26. This agreement shall be governed by the prevailing laws of India. Any dispute/claim or contentions in respect of or arising out of or relating in any matter to the provisions of this agreement shall be settled amicably. Should such Amicable Settlement prove impossible then the same shall be settled by arbitration under the rules of arbitration.
- 80

27. This agreement is executed and signed at Ahmedabad and therefore the courts of Ahmedabad have jurisdiction.

28. This Agreement has been prepared and executed on two original stamp papers. Both the Parties shall keep an original agreement with them.

IN WITNESS WHEREOF the parties here to have hereunto set their respective hands the day, month and year first herein above written.

SIGNED ON BEHALF OF

SANKALP RECREATION PVT. LTD.

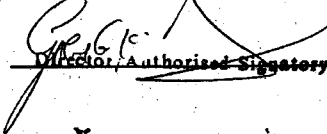
Through its Managing Director

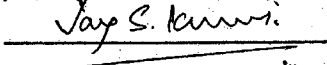
NAME : KAILASH R. GOENKA

WITNESS NAME :

Signature :

For Sankalp Recreation Pvt, Ltd,


Director, Authorised Signatory



SIGNED BY

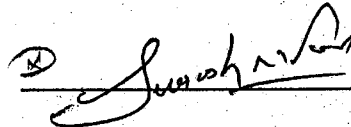
Prayosha Restaurant Group, LLC,

Through its President,

Mr. SURESH N. PATEL

WITNESS NAME :

Signature:

 with stamp

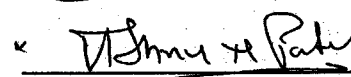
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EXHIBIT D

SECTION XVII
IN THE SUPREME COURT OF INDIAARBITRATION APPLICATION NO.19 OF 2013

INTIMATION OF THE REQUEST TO APPOINT ARBITRATOR
UNDER PARAGRAPH 7 OF THE SCHEME UNDER SUB-SECTION 10
OF SECTION 11 (3), 4 (a) and 6 (a) OF THE ARBITRATION &
CONCILIATION ACT, 1996.

M/S. SANKALP RECREATION PVT. LTD

...Applicant

Versus

PRAYOSHA RESTAURANT GROUP, LLC.

...Non-Applicant

To

Prayosha Restaurant Group, LLC,
419, Acorn Drive, Paramus, New Jersey,
USA 07652,

Through its President, Mr. Suresh N. Patel

E-mail ID : patelacorn 419@live.com

prayosharestaurantgroup@gmail.com

sureshpatel1419@gmail.com

Fax No. : + 1 732-662-7997

+ 1 732-548-7861

...Non-applicant

WHEREAS a request made by the Applicant for appointment of an Arbitrator as contemplated under Section 11(6) and 11 (9) of the Arbitration and Conciliation Act, 1996, was placed before the designated Hon'ble Judge on 22nd April, 2013 when His Lordship directed that the matter be listed on 8th July, 2013.

Thereafter the matter was listed before the Hon'ble Court on 8th July, 2013 when the Court was pleased to pass the following Order :

"List this matter after service is complete."

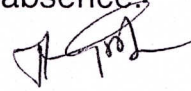
The matter was again listed before the Court of Ld. Registrar on 3rd October, 2013 when he was pleased to pass the following Order :

"Notice is awaited. Office report indicates that since respondent is abroad, notice could not be effected. Ld.counsel for the petitioner offers to taken out dasti and additionally seeks fresh notice by fax and E-mail. Issue dasti in addition to all the above modes. Office may issue notice by E-mail in the address already furnished by the petitioner. Office to take out notice by fax also." Await service.

List the matter on 31.10.2013." Contd...2/..

Therefore, you are hereby informed that the application as mentioned above, will be listed before the designated Hon'ble Judge in due course when you may, if you so choose, assist His Lordship in appointment of the Arbitrator, and take such part in the proceedings as you may think fit. You are further informed that in case you fail to appear in due course, the application will be decided in your absence.

Dated this the 18th day of October, 2013.



ASSISTANT REGISTRAR

[Complete set of Arbitration Application containing Page Nos. 1 to 71 along with the Notice is enclosed herewith]